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2  
3 BILL NO. S-75-05-56

4 SPECIAL ORDINANCE NO. S-110-75

5 AN ORDINANCE approving a contract with BROOKS  
6 CONSTRUCTION COMPANY, INC. in connection with  
7 Resolution 5685-1975

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated May 13, 1975, between the City  
11 of Fort Wayne, by and through its Mayor and the Board of Public Works and  
12 BROOKS CONSTRUCTION COMPANY, INC., for:

13 Construction of a passing lane at the interesection of  
14 East State Boulevard and Grandeur Drive

15 for a total cost of \$8,040.50, all as more particularly set forth in said contract  
16 which is on file in the Office of the Board of Public Works, and is by reference  
17 incorporated herein, made a part hereof and is hereby in all things ratified,  
18 confirmed and approved.

19 SECTION 2. This Ordinance shall be in full force and effect from  
20 and after its passage and approval by the Mayor.

21  
22   
23  
24 Councilman

25  
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31  
32 APPROVED AS TO FORM  
33 AND LEGALITY,  
34   
35 CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 5-27-75

Charles W. Winterman  
CITY CLERK  
*Thomas G. Hornak*  
Chief Deputy City Clerk

Read the third time in full and on motion by \_\_\_\_\_, seconded by Hinga, and duly adopted, placed on its passage.  
Passed (~~LDST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<input checked="" type="checkbox"/>				
HINGA	<input checked="" type="checkbox"/>				
KRAUS	<input checked="" type="checkbox"/>				
MOSES	<input checked="" type="checkbox"/>				
NUCKOLS				<input checked="" type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>				
SCHMIDT, V.	<input checked="" type="checkbox"/>				
STIER	<input checked="" type="checkbox"/>				
TALARICO	<input checked="" type="checkbox"/>				

DATE: 6-10-75

Charles W. Winterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-110-75 on the 10th day of June, 1975.

ATTEST: (SEAL)

Charles W. Winterman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of June, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Winterman  
CITY CLERK

Approved and signed by me this 11th day of June, 1975, at the hour of 11:00 o'clock P. M., E.S.T.

Sam A. Thompson  
MAYOR

Bill No. S-75-05-56

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with BROOKS CONSTRUCTION COMPANY, INC. in  
connection with Resolution 5685-1975

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

*W.C. Moses Jr.*

*Eugene Kraus Jr.*

*John Nuckols*

*D.J. Schmidt*

DATE 6-10-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

# BID ANALYSIS SHEET

Passing & Acceleration Lane - E. State Blvd.

DATE April 23, 1975 RES. NO. 5685-1975

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA 141

OFFICE OF CITY ENGINEER

FOOTWAYNE, IRELAND

[illegible]

# CONTRACT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by and between -----BROOKS CONSTRUCTION COMPANY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-  
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,  
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory  
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove for the construction of a passing lane at the intersection of East State  
Boulevard and Grandeur Drive-----

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a  
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-  
ment Resolution No. 5685-1975 and at the following price per lineal foot -----

at the following prices:

Full depth asphalt (7" #53B base, 2" #9 binder & 1" A-2 top)	Nineteen dollars and ninety-five cents, per ton	19.95
Special borrow (as approved by Engineer)	Five dollars and no cents, per cubic yard	5.00
Fine grading	Fifty cents, per square yard	0.50
Seeding (includes straw mulch)	Fifty cents, per square yard	0.50
#53 Stone for shoulders	Eight dollars and no cents, per square yard	8.00
New catch basins to be constructed, 48" (incl. backfill)	Four hundred dollars and no cents, per each	400.00
New castins to be furnished, Neenah R-1772-CUH	One hundred thirty five dollars and no cents, per each	135.00
18" sewer pipe, Cl. IV RCP (incl. backfill & excavation)	Ten dollars and no cents, per lineal foot	10.00
18" end section (concrete)	Three hundred fifty dollars and no cents, per each	350.00

The Contractor will furnish immediately a certificate from the Industrial Board of  
the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's  
Compensation Act, approved March 14, 1929, in accordance with Section 14 of the  
Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated  
Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment  
under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5685-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally completed within 45 days after Councilmanic approval

and in all respects completed on or before \_\_\_\_\_, 19\_\_\_\_ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date

\_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of \_\_\_\_\_, 1975

BROOKS CONSTRUCTION COMPANY, INC.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

IMPROVEMENT RESOLUTION  
PASSING AND ACCELERATION LANE

NO. 5685 1975

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF  
FORT WAYNE, INDIANA, That it is deemed necessary to improve East  
State Boulevard by constructing a passing and acceleration lane at  
the intersection of State Boulevard and Grandeur Drive,

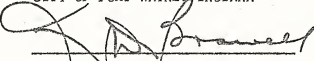

with 10" Deep Strength Asphalt

all in accordance with the profile, detail-drawing and specifications on  
file in the office of the Department of Public Works of said City; and  
such improvement is now ordered.

The total cost of said improvement shall be paid by the City  
of Fort Wayne, Indiana. All according to the method and manner provided  
for in an Act of the General Assembly of the State of Indiana, entitled,  
"An Act Concerning Municipal Corporation," approved March 6, 1905,  
and the provisions of all Acts amendatory thereto and supplemental  
thereof.

ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_ 1975.

BOARD OF PUBLIC WORKS  
CITY OF FORT WAYNE, INDIANA

  
\_\_\_\_\_  
  
\_\_\_\_\_

# GUARANTY BOND

Know All Men by These Presents, That we -----  
-----BROOKS CONSTRUCTION COMPANY, INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----  
-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Eight Thousand  
Forty Dollars and fifty cents-----

-----(\$8,040.50)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----BROOKS CONSTRUCTION COMPANY, INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a  
----- Pavement

on ----- Street -----

for the construction of a passing and acceleration lane at the intersection of  
East State Boulevard and Grandeur Drive

----- according to certain plans and specifications, and  
for a period of three (3) years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said -----

BROOKS CONSTRUCTION COMPANY, INC.----- shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 13<sup>th</sup> day of May 1970

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY, INC. (SEAL)

BY: N. Richmond Bronger

BY: James F. Brooks (SEAL)

ITS ATTORNEY-IN-FACT

ITS: Per (SEAL)

Approved this ----- day of -----

Carl D. Neal

Board of Public Works.



# LIABILITY BOND

Known All Men by These Presents, That we-----

-----BROOKS CONSTRUCTION COMPANY, INC.-----

as principal, and AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Eight

Thousand Forty Dollars and fifty cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$8,040.50 )

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 13<sup>th</sup> day of May 1975

AMERICAN STATES INSURANCE COMPANY BROOKS CONSTRUCTION COMPANY, INC. (SEAL)

BY: [Signature] BY: [Signature] (SEAL)

ITS: ATTORNEY-IN-FACT ITS: [Signature] (SEAL)

----- (SEAL)

Approved this ----- day of -----

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 12, 1975

IN RE:

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975, in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	21f
	S	9.08	40	40		5	21f
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	12 1/2		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35¢holidays
IRON WORKER	S	9.70	55	65		1	21f
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	21f
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	91f
	S-SS						
TEAMSTER (BUILDING) (HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 18 DAY OF June, 19 75

Wayne T. Kysler  
 REPRESENTING GOVERNOR, STATE OF INDIANA

R. D. Brance  
 REPRESENTING THE AWARDED AGENT.

Fred M. Rice  
 REPRESENTING STATE A.F.L. & C.I.O.

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint \_\_\_\_\_

----- N. RICHARD BOERGER AND RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Port Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 1974

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans  
Second Vice-President

ATTEST: Stanley L. Riegel  
Assistant Secretary

STATE OF INDIANA } SS:  
COUNTY OF MARION }

On this 15th day of May, A. D. 1974, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney  
Notary Public

STATE OF INDIANA } SS:  
COUNTY OF MARION }

I, W. H. Krasean, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 28th

day of April, A. D. 1975

(SEAL)

W. H. Krasean  
Assistant Secretary

DIGEST SHEET



*S 75-05-56*

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Brooks Construction Company, Inc. in amount of \$8,040.50 for the construction of a passing lane at the intersection of East State Boulevard and Grandeur Drive.

PRIOR APPROVAL IS BEING SUBMITTED

EFFECT OF PASSAGE Start construction of Resolution project.

EFFECT OF NON-PASSAGE Unable to complete work as set up by Resolution.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City - \$8,040.50

ASSIGNED TO COMMITTEE *Public Works*